

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

In re:

Case No. 05-60195

DONALD LEE HOWARD and  
SANDRA MARIE HOWARD,

Chapter 7

Debtors.

Judge Thomas J. Tucker

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**ORDER DENYING ENFORCEABILITY OF THE REAFFIRMATION AGREEMENT  
BETWEEN DEBTORS AND EDUCATION PLUS CREDIT UNION**

On June 23, 2005, Debtors filed a voluntary petition for relief under Chapter 7. On November 29, 2005, the Court entered an order discharging Debtor, and the bankruptcy case was closed. On February 14, 2006, a “Stipulation Allowing Late Filing of Reaffirmation Agreement” (Docket #10), and a Reaffirmation Agreement between Debtors Donald Lee Howard and Sandra Marie Howard and Education Plus Credit Union regarding a “1999 Chevrolet Pickup” (Docket # 11), were filed. Under 11 U.S.C. § 524(c)(1), a reaffirmation agreement is not enforceable unless it “was made before the granting of the discharge under section 727.” The reaffirmation agreement in question was executed on January 16, 2006, and therefore was made well after the § 727 discharge was granted. As a result, the reaffirmation agreement is not enforceable.

Accordingly,

IT IS ORDERED that the Reaffirmation Agreement between Debtors Donald Lee Howard and Sandra Marie Howard and Education Plus Credit Union regarding a “1999 Chevrolet Pickup” (Docket # 11) is deemed unenforceable.

Date: February 15, 2006

/s/ Thomas J. Tucker  
Thomas J. Tucker  
United States Bankruptcy Judge

cc: Bruce A. Nordstrom  
John W. Butler